Exhibit A

2014-260X

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED
FILED
ALAMEDA COUNTY

AUG 15 2014

CLERK OF THE SUPERIOR COURT
By ________ Deputy

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
COUNTY OF ALAMEDA; ALAMEDA COUNTY SHERIFF'S DEPARTMENT; ALAMEDA COUNTY COMMUNITY

YOU ARE BEING SUED BY PLAINTIFF: COUNTY
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
JESUS CORTEZ; ENRIQUE GONZALEZ; ALFREDO ESQUIVEZ; LUIS PEREZ; ABELINO ESPINOZA; MANUEL DUNENAS;

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
ALAMEDA COUNTY SUPERIOR COURT
1225 FALLON STREET, OAKLAND, CA 94612

CASE NUMBER: *(Número del Caso):* RG14736929

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
DANIEL L MITCHELL, SBN34442, 1151 HARBOR BAY PARKWAY, SUITE 121
ALAMEDA, CA 94502 510-864-8885

DATE: *(Fecha)* AUG 15 2014 Clerk, by *(Secretario)* ________ , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

RECEIVED
AUG 15 2014
CLERK & BOARD OF SUPERVISORS

NOTICE TO THE PERSON SERVED: You are served
1. [X] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [X] on behalf of *(specify)*:

under: [ ] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[X] other *(specify)*: COUNTY OF ALAMEDA

4. [ ] by personal delivery on *(date)*:

SUM-200(A)

SHORT TITLE: CORTEZ v. COUNTY OF ALAMEDA	CASE NUMBER:

INSTRUCTIONS FOR USE

→ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
→ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☑ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

DEVELOPMENT AGENCY; ACCLAMATION INSURANCE MANAGMENT SERVICES; SHERIFF GREGORY J. AHERN; DEAN N. STAVERT; BARBARA BOWMAN; JAMES LINN; TONA HENNINGER; LINDA GUDINA; HAL BANCROFT JOHN KRIEGE; GARY PARHAM; MIKE BUSH; DALE SILVA; DICK ANGEL; DOES 1 to 50

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

SUM-200(A)

SHORT TITLE: CORTEZ v. COUNTY OF ALAMEDA	CASE NUMBER:

INSTRUCTIONS FOR USE

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- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

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☑ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

RAMON PEREZ; JOSE GARCIA; SOCORRO ZENDEJAS and PABLO DUENAS

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

DANIEL L. MITCHELL (SBN34442)
Law Offices of
DANIEL L. MITCHELL
1151 Harbor Bay Parkway, Suite 121
Alameda, California 94502
Telephone: 510-864-8885
Fax: 510-864-8898

Attorneys for Plaintiffs

ENDORSED
FILED
ALAMEDA COUNTY

AUG 15 2014

CLERK OF THE SUPERIOR COURT
By [signature] Deputy

SUPERIOR COURT OF THE STATE OF CALIFONIA

COUNTY OF ALAMEDA

JESUS CORTEZ; ENRIQUE GONZALEZ; ALFREDO ESQUIVEZ; LUIS PEREZ; ABELINO ESPINOZA; MANUEL DUNENAS; RAMON PEREZ; JOSE GARCIA; SOCORRO ZENDEJAS, and PABLO DUENAS,

Plaintiffs,

v.

COUNTY OF ALAMEDA; ALAMEDA COUNTY SHERIFF'S DEPARTMENT; ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY; ACCLAMATION INSURANCE MANAGMENT SERVICES; SHERIFF GREGORY J. AHERN; DEAN N. STAVERT; BARBARA BOWMAN; JAMES LINN; TONA HENNINGER; LINDA GUDINA; HAL BANCROFT; JOHN KRIEGE; GARY PARHAM; MIKE BUSH; DALE SILVA, DICK ANGEL; DOES 1 to 50,

Defendants.

No. RG14736929

COMPLAINT FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION AND PERMANENT INJUNCTION AND DAMAGES FOR:

1. Injunctive Relief;
2. Declaratory Relief;
3. Selective Law Enforcement
4. Discrimination and Harassment
5. Tortuous Acts and Omissions
6. Deprivation of Civil Rights, under 42 U.S.C. §§1983, 1988 and 1989

COME NOW plaintiffs, Jesus Cortez; Enrique Gonzalez, Alfredo Esquivez, Luis Perez, Abelino Espinoza, Manuel Dunenas, Ramon Perez, Jose Garcia, Socorro Zendejas, and Pablo Duenas and allege as follows:

First Cause of Action
[Injunctive Relief – Plaintiffs Against Defendant County of Alameda]

1. Plaintiffs do not know the true names or capacities, whether individual, partners or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason said defendants are sued under fictitious names and plaintiffs pray leave to amend this Complaint when the true names and capacities are known.

2. At all times herein mentioned, each of said defendants, including those defendants named herein as Does, ratified and participated in the doing of the acts hereinafter alleged to have been done by the named defendants, and furthermore, the defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all defendants, and at all times herein mentioned were acting in their individual capacity and/or within the course and scope of said agency and employment.

3. At all times herein mentioned, defendants, and each of them, were members of and engaged in a joint venture and common enterprise and acting within the course and scope of and in pursuance of said joint venture and common enterprise.

4. At all times herein mentioned, the acts and omissions of the various defendants, and each of them, concurred in and contributed to the various acts and omissions of each and all of the other defendants in proximately causing the injuries and damages as herein alleged.

5. Plaintiffs Jesus Cortez; Enrique Gonzalez, Alfredo Esquivez, Luis Perez, Abelino Espinoza, Manuel Duenas, Ramon Perez, Jose Garcia; Socorro Zendejas, and Pablo

Duenas (collectively "Plaintiffs") are each Hispanic and a protected class of minority home owners are residents of, and owners of property in the unincorporated area of Hayward, California and referred to as Castle Homes

6. Defendants Hal Bancroft; John Kriege; Gary Parham; Mike Buse; Dale Silva , and Dick Angel are residents of, and owners of Castle Home property in, the unincorporated area of Hayward, California, and are officers and directors of the Hayward Hills Property Owners Association and/or Fairview Homeowners Association, (herein "Association Defendants")

7. The property herein involved is located in an area commonly known as the "Hayward Hills" and the "Fairview Area" consisting of Castle Homes; subject to restrictive covenants and conditions that run with the land and are contained in a Declaration of Castle Homes, Inc., a California corporation, recorded June 23, 1948, which covenant contains in each deed and conveyance of the involved real property and provides in relevant part:

> "II Prohibition of Nuisances: On any parcel of land containing five or more acres, the owner ... may breed, raise and keep horses, cattle and sheep in such numbers as he may desire and according to the acreage owned."

The Association Defendants incorporated within their By-Laws the following requirement for its members:

> Section 2. Deed Restrictions: Castle Homes deed restrictions of record shall be binding upon all members of the association

Plaintiffs' property and the all Castle Homes property in the Hayward Hills, including the property of the Association Defendants is subject to the Castle Homes' said restrictive covenant related to the presence of animals on the each parcel of land.

8. Association Defendants when they purchased their Castle Homes property in the Hayward Hills had notice of the restrictive covenants described in paragraph 7 because

the instrument containing the covenant was duly recorded, defendants were informed of the restriction by their review of the Declaration of Castle Homes, Inc., by the condition and appearance of the involved property and by the conditions contained within the By-Laws of the Hayward Hills Property Owners Association

9. In addition to the restrictive covenant related to the presence of animals on the each parcel of land their existed certain Alameda County zoning ordinances relating to keeping animals which were in place for more than 30 years. The Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" enacted on or about October 20, 1980 and present when Plaintiffs purchased Castle Homes property provided in relevant part:

> "For Horses, Steers and/or Cows: 1. Minimum lot size of one-half acre, with 5,000 sq. ft. of avail space per animal."

10. The covenants, conditions, zoning ordinances and Standards existing at the time plaintiffs purchased their property were in effect for at least 30 years and were relied upon by plaintiffs in purchasing homes and for locating and raising their animals and the number of animals they owned, raised and keep at individual expense of some $850,000.00 or more.

11. On or about January, 2011 the Association Defendants violated the restrictive covenants of the Castle Home property as alleged in paragraph 7 by

(a) changing the Alameda County zoning ordinance code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" enacted on or about October 20, 1980 to substantially reduce the number of allowable animals on plaintiffs' property, and Alameda County Community Development Agency, through the agents and employees of Alameda County, defendants,

(b) Violating the restrictive covenant concerning the breeding, raising and keeping horses, cattle and sheep and all other restrictive covenants contained within the Declaration of Castle Homes, Inc., a California corporation, recorded June 23, 1948,

(c) Conspired with the Alameda County Sheriff's Department and Sheriff Gregory J. Ahern; Dean N Stavert; Barbara Bowman; James Linn; Tona Henninger and Linda Gudina to issue citations to plaintiffs charging them with violation of the amended ordinances and cite plaintiffs for Nuisance violations.

Association Defendants and other Caucasian residents of Castle Homes in the Hayward Hills also violated the claimed amended ordinances but were not cited or charged in any way with violations.

12. Plaintiffs received letters from the Alameda County Community Development Agency were charged with Nuisance violations which has been acted on by the Alameda County Sheriff's Department thorough defendant Barbara Bowman who has trespassed on plaintiffs' property to surreptitiously take pictures of animals on the property.

Plaintiffs charged are as follows:

(1) **Abelino & Esmeralda Espinosa:** County's letter of July 18, 2014 contends that each violated Zoning Ordinance 17.08.303 and 17.26.030. There is no 17.08.303 and it must be considered a nullity.

The Notice refers to Zoning Ordinances §§17.08.030 and 17.26.030. §17.08.030 refers to "**permitted**" uses but refers to "**principal**" uses (emphasis ours) and addresses uses within an R-1 district. §17.26.030 refers to uses permitted "in an L district"

The claimed violation is contrary to our California Supreme Court's decision in *Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal. 4th 345, 349; *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

(2) **Jose S. & Hilda C. Zendejas**: County's letter of July 18, 2014 contends that each violated Zoning Ordinance 17.08.70 and 17.26.030. There is no 17.08.70 and it must be considered a nullity.

The Notice refers to Zoning Ordinances §§17.08.030 and 17.26.030. §17.08.030 refers to "**permitted**" uses but refers to "**principal**" uses (emphasis ours) and addresses uses within an R-l district. §17.26.030 refers to uses permitted "in an L district" Which violation is not applicable to the involved property

The claimed violation is contrary to our California Supreme Court's decision in *Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal. 4th 345, 349 and *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

(3) **Ramon P. & Blanca E. Perez**: the letter of July 18, 2014 contends that each violated Zoning Ordinance 17.08.303 and 17.26.030. There is no 17.08.303 and it must be considered a nullity.

The Notice refers to Zoning Ordinances §§17.08.030 and 17.26.030. §17.08.030 refers to "**permitted**" uses but refers to "**principal**" uses (emphasis ours) and addresses uses within an R-l district. §17.26.030 refers to uses permitted "in an L district" Which violation is not applicable to the involved property

The claimed violation is contrary to our California Supreme Court's decision in *Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal. 4th 345, 349 and *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

(4) **Manases & Brenda Estrada**: the letter of July 18, 2014 contends that each violated Zoning Ordinance 17.08.303 and 17.26.030. There is no 17.08.303 and it must be considered a nullity.

The Notice refers to Zoning Ordinances §§17.08.030 and 17.26.030. §17.08.030 refers to "**permitted**" uses but refers to "**principal**" uses (emphasis ours) and addresses uses within an R-l district. §17.26.030 refers to uses permitted "in an L district" Which violation is not applicable to the involved property

The claimed violation is contrary to the California Supreme Court's decision in *Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal. 4th 345, 349 and *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

(5) **Jose G. Garcia**: the letter of July 18, 2014 contends that Mr. Garcia violated Zoning Ordinance 17.08.303 and 17.26.030. There is no 17.08.303 and it must be considered a nullity.

The Notice refers to Zoning Ordinances §§17.08.030 and 17.26.030. §17.08.030 refers to "**permitted**" uses but refers to "**principal**" uses (emphasis ours) and addresses uses within an R-l district. §17.26.030 refers to uses permitted "in an L district" Which violation is not applicable to the **Garcia** property

The claimed violation is contrary to our California Supreme Court's decision in *Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal. 4th 345, 349; *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

(6) **Pablo H. Duenas & Maria Topete**: the letter of July 18, 2014 contends that each violated Zoning Ordinance 17.08.303 and 17.26.030. There is no 17.08.303 and it must be considered a nullity.

The Notice refers to Zoning Ordinances §§17.08.030 and 17.26.030. §17.08.030 refers to "**permitted**" uses but refers to "**principal**" uses (emphasis ours) and addresses uses within an R-l district. §17.26.030 refers to uses permitted "in an L district" a Zoning Ordinance which is not applicable to the **Duenas'** property.

The claimed violation is contrary to our California Supreme Court's decision in

Citizens for Covenant Compliance v. Anderson (1995) 12 Cal. 4th 345, 349; *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

13. The Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" enacted on or about January 11, 2011 specifically provided:

> 17.26.030 - Uses permitted.
>
> The following uses in additional to those permitted in the district with which it is it is combined are accessory uses permitted in an L district on a site of forty thousand (40,000) square feet minimum size:
>
> A. Fifty (50) fowl (chicken, duck, goose, turkey) or rabbits, guinea pigs, or other similar small animals;
>
> B. Two sheep, or two goats or other similar domestic animals or one cow, or one horse, or other similar domestic animal or any combination thereof, for each twenty thousand (20,000) square feet of lot area;
>
> C. Grazing or pasturing of horses for remuneration, on minimum area required by subsection B of this section.

Homeowners may apply for a Conditional Use permit to keep additional animals however the process for a Conditional Use permit requires the payment of fees and costs and the applicant's agreement to hold the County harmless from any liability, wrongful or otherwise, the County incurs as a result of County's actions with respect to the permitted uses.

14. Defendant, County Of Alameda ("County"), is a municipal corporation, duly organized and existing under the laws of the State of California.

15. Defendants, Gregory J. Ahern, Dean N. Stavert, Barbara Bowman, James Linn, Tona Henninge and Linda Gudina ("Individual Defendants") are individuals who, at all times mentioned herein, were employees of defendant County and in doing the acts herein

described, acted in and are being sued in their individual and representative capacity acting under color of law and within the course and scope of their agency and or employment with County.

16. The Individual Defendants were responsible to act under color of law, to wit, under the color of the statutes, ordinances, regulations, policies, customs and usages of the State of California and the County of Alameda within the scope of their employment. Said defendants on March 6, 2011, and thereafter issued threatening demands for compliance with County statutes, ordinances, regulations, policies including section 17.26.030 and those which were - "currently zoned R1LBE (Single Family Residence, Limited Agriculture, 40,000 sq. ft. minimum building area)" and completion of a Standard Application for a Conditional Use Permit which required plaintiffs in order to obtain a Use Permit to agree in writing to the said extraordinarily harsh terms and conditions, including:

> "7. ... agree to hold the County harmless from all costs and expenses including attorney's fees that the County incurs or held to be the liability of the County ... "

and compliance with claimed violation of zoning ordinance sections 17.08.030 and 17.26.030 as a public nuisance.

17. The Individual Defendants and other representatives of County, on behalf of County are engaging in selective enforcement of the said use permit and hold harmless agreement requirements the effect of which is singling out Plaintiffs, members of Plaintiffs' families, the purpose of which is deliberately based upon an unjustifiable standard such as minority status, race, religion or other arbitrary classification including sex, color, religion, ancestry, national origin, disability and medical condition herein to be cited and prosecuted for refusing to obtain a Conditional Use Permit under the terms and conditions provided in the said

Standard Application when no violations are known to exist, or there has been a failure of compliance and which violate the restrictive covenant described and contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948,

18. Defendants, Hal Bancroft ("Bancroft"), John Kriege ("Kriege"), Gary Parham ("Parham"), Mike Bush ("Bush"), Dale Silva ("Silva") and Dick Angel ("Angel") are officers and directors of the Hayward Hills Property Owners Association and/or Fairview Homeowners Association, (herein "Association Defendants") and in doing the acts herein described acted in and are being sued in their individual and representative capacity. Said Association Defendants have made frequent and unwarranted complaints to County and the Sheriff's Department claiming Plaintiffs have violated the said Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" and have participated with the Alameda County Sheriff's Department in the issuing of criminal complaints to plaintiffs herein.

19. The true purpose of such claims of violation was a pretext to harass and discrimination against plaintiffs. The conduct of the Homeowners' Association Defendants, the Sheriff's Department and the County 's Community Development Agency, together with the defendant Acclamation Insurance Management Services was to single out plaintiffs, members of plaintiffs' families, and its purpose has been deliberately based upon an unjustifiable standard such as minority status, race, religion or other arbitrary classification including sex, color, religion, ancestry, national origin, disability and medical condition herein to cite and prosecute plaintiffs for non-existing violations and refusing to obtain a Conditional Use Permit under the terms and conditions provided in the said Standard Application.

20. The Association Defendants conspired with representatives of the County and the County's Sheriff's Department and in prohibited action under color of state law including

violation of Cal. Civ. Code §51, et seq., §52 et seq., U.S. Constitution, 1st, 4th, 5th and 14th Amendment pursuant to 42 USC 1983, Cal. Constitution Article 1, §§1, 7 and 19 such that on or about March 6, 2011 and continuously thereafter said defendants responded to the complaints of the Association Defendants and issued threatening demands for compliance with the said Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" and specifically cited for prosecution, plaintiffs: Luis Perez; Enrique Gonzalez; Abelino Espinoza; Manuel Dunenas; Ramon Perez; Jose Garcia; Socorro Zendejas and Pablo Duenas for violations at the direction of the Association Defendants.

Plaintiffs are informed and believe and herein allege that the County and the County's Sheriff's Department have issued no threatening demands for compliance with the said Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" or specifically cited for prosecution a non-Hispanic homeowner or Association Defendants notwithstanding the presence of claimed violations.

21. The conduct of County, through its employees and others and the Association Defendants, and each of them, was oppressive, malicious or fraudulent, in subjecting plaintiffs to cruel and unjust hardship in conscious disregard of plaintiffs' rights under Cal. Civ. Code §51 et seq., §52 et seq., the 1st, 4th, 5th and 14th Amendment of the United States Constitution pursuant to 42 USC §1983, Cal. Constitution Article I, §§ 1, 7, 19 and the California Supreme Court's decision in *Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal. 4th 345, 349; *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

Plaintiffs are informed and believe that they are being singled out by County and at the urging and direction of the Association Defendants, for selective enforcement of the law and for selective prosecution of plaintiffs as a pretext to harass and discrimination against plaintiffs when no violations existed. The effect is to single out plaintiffs, members of plaintiffs' families; the purpose of which is deliberately based upon an unjustifiable standard such as minority status, race, religion or other arbitrary classification including sex, color, religion, ancestry, national origin, disability and medical condition herein to be cited and prosecuted for refusing to obtain a Conditional Use Permit under the claimed terms and conditions provided in the said Standard Application when no violations existed of were shown to exist.

22. Plaintiffs filed and served a Governmental Claim under Government Code §910, et seq. which was thereafter denied.

23. At all times herein mentioned, each defendant ratified and participated in the doing of the acts hereinafter alleged to have been done by the named defendants, and furthermore, the defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all defendants, and at all times herein mentioned were acting in their individual capacity and/or within the course and scope of said agency and employment.

24. At all times herein mentioned, defendants, and each of them, were members of and engaged in a joint venture and common enterprise and acting within the course and scope of and in pursuance of said joint venture and common enterprise.

25. At all times herein mentioned, the acts and omissions of the various defendants, and each of them, concurred in and contributed to the various acts and omissions of each and all of the other defendants in proximately causing the injuries and damages as herein alleged.

26. The changes to the zoning ordinances and Standards were not to promote rational and orderly land use planning established by state statute, but rather were unreasonable, and unconstitutional deprivation of plaintiffs' use and enjoyment of their property and have as their true purpose and intent to discriminate and harass plaintiffs because of their sex, race, color,

religion, ancestry, national origin, disability and medical condition; to interfere with Plaintiffs' personal and property rights; to force plaintiffs out of their homes in the Fairview Area of the Hayward Hills; to violate personal and property rights and to deprive Plaintiffs of their Civil Rights Cal. Civ. Code §51 et seq., §52 et seq., the 1st, 4th, 5th and 14th Amendment of the United States Constitution pursuant to 42 USC §1983, Cal. Constitution Article I, §§ 1, 7, 19 their rights and privileges and decision in *Citizens for Covenant Compliance v. Anderson* (1995) 12 Cal. 4th 345, 349; and *Pinnacle Museum Tower Association v. Pinnacle Market* (2012) 55 Cal. 4th 223, 237-238

27. Defendants' violated the restriction described in paragraph 7, a restrictive covenant which runs with the land of each plaintiff relating to the presence of animals on plaintiff's property. Defendants' violation has continued at all time pertinent hereto.

28. Defendants' violations have caused plaintiffs irreparable injury by impairing plaintiffs' enjoyment of their property, lowering property values, and subjecting plaintiffs to harassment by the presence of police officers on plaintiffs' property to count plaintiffs' animals or photograph plaintiffs' animals or such other claimed necessary tasks. Monetary damages alone cannot provide adequate compensation for the harm suffered by plaintiffs

29. Association Defendants conspired with defendants County and others not now known to force and eliminate plaintiffs' from residence in the Fairview Area of the Hayward Hills and have undertaken a course of conduct of frequent and unwarranted complaints to County and its' Sheriff Department of claimed violations by plaintiffs of ordinances and of the Standards For The Keeping of Animals in the Residential Zones of the Fairview Area for which plaintiffs have been cited by representatives of County who are now engaging in a course of conduct as alleged to single out plaintiffs herein to be prosecuted for refusing to obtain a Conditional Use Permit under the terms and conditions provided in the Standard Application as alleged.

30. At all times herein alleged plaintiffs, as minority home owners commencing from the initial purchase of their said real property have been subjected to harassment and discrimination by defendants, and each of them, which include complaints about the use of their real property and the presence on the property of animals, domestic or otherwise with the intent on the part of said defendants to deprive plaintiffs of property or legal rights or otherwise cause injury to plaintiffs and to plaintiffs' property.

Second Cause of Action
[Declaratory Relief – Plaintiffs Against All Defendants]

31. Plaintiffs reallege paragraphs 1 through 30, inclusive, as though set forth at length.

32. An actual controversy has arisen and now exists between plaintiffs and defendants, and each of them, concerning the respective rights and duties of the parties, in that plaintiffs contend that defendants, and each of them, have engaged in the following conduct:

(a) Defendants Bancroft, Kriege, Parham, Bush, Silva, Does 1 through 20 with the cooperation and assistance of defendants County Does 1 through 10, seek to force and eliminate minorities from residence in the Fairview Area and have undertaken a course of conduct of frequent and unwarranted complaints to County and its' Sheriff Department of claimed violations by plaintiffs of ordinances and of the Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County and have violated the restrictive covenants that relate to the presence of animals on plaintiffs' property and sought changes in the represented applicable covenants, conditions and zoning ordinances for discriminatory and harassing purposes and intent.

(b) Defendant County and the Individual Defendants on or about January 11, 2011 at the insistence, demand, direction and urging of defendants Bancroft, Kriege, Parham, Bush, Silva, Angel, Does 1 through 20, and each of them, without informed notice to plaintiffs, rezoned the Fairview Area of the Hayward Hills by altering the zoning ordinances effecting plaintiffs' said real property and amended the Alameda County Sheriff's Department "Standards for the Keeping of Animals" to virtually eliminate all animals, domestic or otherwise, maintained on plaintiffs' property in violation with the covenants, conditions, Standards and zoning ordinances and require now that plaintiffs individually pay exorbitant fees and costs to County to allow the presence of any animal, domestic or otherwise on plaintiffs' property under the guise of a "Conditional Use Permit" through the Alameda County Planning Department, which permit can be denied, withdrawn or otherwise conditioned at the caprice of County, Does 1 through 10, and each of them.

33. Defendants, and each of them, to deprive plaintiffs of property or legal rights or otherwise cause injury to plaintiffs and to plaintiffs' property under the 1st, 5th and 14th Amendment of the Constitution and violation of plaintiffs' rights under 42 U.S.C. §§ 1983, 1988 and 1989; and their rights and privileges under the covenants and conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948, the Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" which then existed and represented to plaintiffs were conditions of plaintiffs' purchase of their real property and quiet enjoyment have demanded plaintiffs immediate compliance with the new zoning ordinances and Standards or threaten penalties and confiscation.

Defendants dispute these contentions.

34. Plaintiffs desire a judicial determination of their rights and duties and a declaration as to the respective rights and duties of each defendant.

35. A judicial declaration is necessary and appropriate at this time under the circumstances, in order that plaintiffs may ascertain their rights and duties.

36. By reason of the premises, plaintiffs are being deprived of their Civil Rights under the 1st, 5th and 14th Amendment of the Constitution and violation of plaintiffs' rights under 42 U.S.C. §§ 1983, 1988 and 1989; and their rights and privileges under the covenants and conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948, the Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" which then existed and represented to plaintiffs were conditions of plaintiffs' purchase of their real property and quiet enjoyment and all other applicable rules and regulations the extent of which and the amount of plaintiffs' damages are not yet known but will be proved at the trial of this matter. Plaintiffs will request leave of Court to amend this complaint to state the said matters when they are ascertained.

WHEREFORE, plaintiffs pray judgment as hereinafter alleged.

Third Cause of Action

[Selective Law Enforcement In Violation of Equal Protection Guarantees Deprivation of Civil Rights -- All Defendants]

37. Plaintiffs reallege paragraphs 1 through 36, inclusive, as though set forth at length.

38. Defendant County through its elected Board of Supervisors is the duly constituted appointive body of defendant County and its' Sheriff's Department consisting of its Sheriff Gregory J. Ahern one of whose duties with which County is charged in classifying and reclassifying, zoning and changing zoning of private real property according to its location and

use within zoning districts in accordance with the promotion of the public welfare, for the purpose of recommending to County's legislative body the enactment or amendment of ordinances zoning that real property.

39. Plaintiffs, as minority homeowners and residents of the Fairview Area of the Hayward Hills have standing to challenge the County ordinances, sought to be selectively enforced by County in violation of equal protection guarantees afforded to plaintiffs and restrictive covenants that run with the land that plaintiff occupy.

40. Defendants acting under color of state law and official authority violated plaintiffs' due process rights guaranteed by the 1st, 4th, 5th and 14th Amendment of the United States Constitution pursuant to 42 USC §1983, Cal. Constitution Article I, §§ 1, 7, 19, Cal. Civ. Code §51 et seq., §52 et seq. and the existing covenants that effect their property by adopting, promulgating and enforcing official County rules, regulations, standards and/or policies which County seeks to enforce against the minority plaintiffs herein based upon violations of equal protection where County restricts plaintiffs' quiet enjoyment of their property, by enforcing its zoning ordinances and Standards for keeping animals on plaintiffs' property and violating existing covenants; defendants' true purpose is discriminatory animus; a standard based on race, religion or other arbitrary classification and creates oppressive and illegal terms and conditions under the guise of a "Conditional Use Permit" targeting only the minority plaintiffs' use of their property and excusing or exonerating other non-minority residents.

41. The Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" enacted on or about January 11, 2011 specifically provided:

17.26.030 - Uses permitted.

The following uses in additional to those permitted in the district with which it is it is combined are accessory uses permitted in an L district on a site of forty thousand (40,000) square feet minimum size:

A. Fifty (50) fowl (chicken, duck, goose, turkey) or rabbits, guinea pigs, or other similar small animals;

B. Two sheep, or two goats or other similar domestic animals or one cow, or one horse, or other similar domestic animal or any combination thereof, for each twenty thousand (20,000) square feet of lot area;

C. Grazing or pasturing of horses for remuneration, on minimum area required by subsection B of this section.

Homeowners may apply for a Conditional Use permit to keep additional animals however the process for a Conditional Use permit requires the payment of fees and costs and the applicant's agreement to hold the County harmless from any liability, wrongful or otherwise, the County incurs as a result of County's actions with respect to the permitted uses.

42. Defendants were responsible to act under color of law, to wit, under the color of the statutes, ordinances, regulations, policies, customs and usages of the State of California and the County of Alameda within the scope of their employment. Said defendants on March 6, 2011 issued threatening demands for compliance with County statutes, ordinances, regulations, policies including (section 17.26:030) and those which were - "currently zoned R1LBE (Single Family Residence, Limited Agriculture, 40,000 sq. ft. minimum building area)" and completion of a Standard Application for a Conditional Use Permit which required plaintiffs in order to obtain a Use Permit to agree in writing to the said extraordinarily harsh terms and conditions, including:

"7. ... agree to hold the County harmless from all costs and expenses including attorney's fees that the County incurs or held to be the liability of the County ... "

Thereafter County through the Alameda County Community Development issue claims of nuisance violations on or about July 18, 2014. The true purpose of the sought enforcement of County's zoning ordinances and Standards for keeping animals on plaintiffs' property was discriminatory animus; an enforcement standard based on race, religion or other arbitrary classification and created oppressive and illegal terms and conditions under the guise of a "Conditional Use Permit" targeting only the minority Plaintiffs' use of their property.

43. Representatives of County, on behalf of County are engaging in selective enforcement of the said use permit; the hold harmless agreement requirements and the claims of nuisance, the effect of which is singling out plaintiffs, and members of plaintiffs' families; the purpose is deliberately based upon an unjustifiable standard such as minority status, race, religion or other arbitrary classification including sex, color, religion, ancestry, national origin, disability and medical condition herein and to be cited and prosecuted for refusing to obtain a Conditional Use Permit under the terms and conditions provided in County's Standard Application when no violations are known to exist, or there has been a failure of compliance. No non-Caucasian has been cited or admonished by County for their violations of ordinances.

44. The Association Defendants conspired with representatives of the County the County's Sheriff's Department and Community Development Agency in prohibited action under color of state law including violation of Cal. Civ. Code §51, et seq., §52 et seq., U.S. Constitution, 1st, 4th, 5th and 14th Amendment pursuant to 42 USC 1983, Cal. Constitution Article 1, §§1, 7 and 19 and the directions from the California Supreme Court, such that on or about March 6, 2011 defendants Ahern, Stavert, Bowman responded to the complaints of the Association Defendants and issued threatening demands for compliance with the said Ordinance

Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" and on July 18, 2014 defendants Linn, Henninger and Gudina issued citation letters and each specifically cited for prosecution, plaintiffs: Luis Perez; Enrique Gonzalez; Abelino Espinoza; Manuel Dunenas; Ramon Perez; Jose Garcia; Socorro Zendejas and Pablo Duenas for violations at the direction of the Association Defendants. The prosecution is now pending.

45. Plaintiffs are informed and believe and herein allege that the County and the County's Sheriff's Department and Community Development Agency and employees have issued no threatening demands for compliance with the said Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" or specifically cited for prosecution a non-Hispanic homeowner or Association Defendants notwithstanding the presence of claimed violations.

46. The conduct of County, through its employees and others and the Association Defendants, and each of them, was oppressive, malicious or fraudulent, in subjecting plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights under Cal. Civ. Code §51 et seq., §52 et seq., the 1st, 4th, 5th and 14th Amendment of the United States Constitution pursuant to 42 USC §1983, Cal. Constitution Article I, §§ 1, 7, 19.

47. Plaintiffs are informed and believe that they are being singled out by County and at the direction of the Association Defendants, for selective enforcement of the law while ignoring the direction of the California Supreme Court and for selective prosecution of plaintiffs as a pretext to harass and discrimination against plaintiffs when no violations existed. The effect is to single out plaintiffs, members of plaintiffs' families; the purpose of which is deliberately based upon an unjustifiable standard such as minority status, race, religion or other

arbitrary classification including sex, color, religion, ancestry, national origin, disability and medical condition herein to be cited and prosecuted for refusing to obtain a Conditional Use Permit under the claimed terms and conditions provided in the said Standard Application when no violations existed of were shown to exist.

48. As a result of defendants' unconstitutional acts, plaintiffs have suffered damages in an amount to be determined at trial in that defendants' discrimination and harassment deprived plaintiffs of liberty and property without due process of law as herein alleged.

49. The Individual Defendants and Does 1 through 10, are individuals who, at all times mentioned herein, were employees of County within the Alameda County Sheriff's Department or the Community Development Agency and other departments in defendant County and in doing the acts herein described, are being sued in their individual and representative capacity acting under color of law and within the course and scope of their agency and or employment with County.

50.(a) In engaging in the conduct described herein the Individual Defendants as agents and employees of the County of Alameda exceeded the authority vested in each of them, as public employees and as agents and or employees of defendant County.

50.(b) At all times mentioned herein defendants, were acting in their individual and official capacity. In their official capacity under color of law, to-wit, under color of the statutes, ordinances, regulations, policies, customs and usages of the State of California, County of Alameda.

50.(c) At all time mentioned herein defendants, Bancroft, Kriege, Parham, Bush, Silva, Angel and Does 11 through 20, are officers and directors of the Hayward

Hills Home Owners Association and/or Fairview Homeowners Association, and in doing the acts herein described acted in and are being sued in their individual and representative capacity.

50.(d) At all times mentioned herein the conduct of the defendants, Ahern, Stavert, Bancroft, Kriege, Parham, Bush, Silva, Angel, Does 1 through 20, and each of them, was oppressive, malicious or fraudulent, in that their conduct was despicable in subjecting plaintiffs to cruel and unjust hardship in conscious disregard of plaintiffs' rights when each was aware that the probable results of their action or inaction would cause substantial damage and monetary loss to plaintiffs but deliberately failed to avoid those consequences with the intent on the part of said individual defendants to deprive plaintiffs of property or legal rights or otherwise cause injury to plaintiffs and to plaintiffs' property. That said individual defendants engaged in such conduct and acted in the manner set forth to deprive plaintiffs of their Civil Rights under the 1st, 5th and 14th Amendment of the Constitution; their rights under 42 U.S.C. §§ 1983, 1988 and 1989; their rights and privileges under the covenants and conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948, the Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" which then existed and represented to plaintiffs were conditions of plaintiffs' purchase of their real property and quiet enjoyment.

50.(e) The covenants, conditions, zoning ordinances and Standards were in effect for at least 30 years and at all times relied upon by plaintiffs in purchasing homes in the Fairview Area of the Hayward Hills at an individual expense of some $850,000.00 and more for each of their homes.

50.(f) Defendants on or about January 11, 2011 at the insistence, demand, direction and urging of defendants Bancroft, Kriege, Parham, Bush, Silva, Does 1 through 20, and each of them, without informed notice to plaintiffs rezoned the Fairview Area of the Hayward Hills by altering the zoning ordinances effecting plaintiffs' said real property and amended the Alameda County Sheriffs Department "Standards for the Keeping of Animals" to virtually eliminate all animals, domestic or otherwise, maintained on plaintiffs' property in accordance with the then existing covenants, conditions, Standards and zoning ordinances and require now that plaintiffs individually pay exorbitant fees and costs to defendant County to allow the presence of any animal, domestic or otherwise on plaintiffs' property under the guise of a "Conditional Use Permit" through the Alameda County Planning Department, which permit can be denied, withdrawn or otherwise conditioned at the caprice of defendants County, the Individual Defendants, Does 1 through 10, and each of them.

50.(g) The represented changes to the said zoning ordinances and Standards have as their true purpose and intent to discriminate and harass plaintiffs; to interfere with plaintiffs' personal and property rights; to force minorities out of their homes in the Fairview Area of the Hayward Hills; to violate personal and property rights and to deprive plaintiffs of their Civil Rights under the 1st, 5th and 14th Amendment of the Constitution; their rights under 42 U.S.C. §§ 1983, 1988 and 1989; their rights and privileges under the covenants and conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948.

Defendants Bancroft, Kriege, Parham, Bush, Silva, Angel, Does 1 through 20 with the cooperation and assistance of defendant County sought to force and eliminate minorities from residence in the Fairview Area of the Hayward Hills and have undertaken a course of conduct of frequent and unwarranted complaints to County and its' Sheriff Department of claimed violations by plaintiffs of ordinances and of the Standards For The Keeping of Animals in the Residential Zones of the Fairview Area and sought changes in the represented applicable covenants, conditions and zoning ordinances for discriminatory and harassing purposes and intent.

51. Plaintiffs complied with the covenants and conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948, which Declaration was a condition of plaintiffs' purchase of their real property in the Fairview Area of the Hayward Hills, and the Alameda County zoning ordinances and published and represented Standards of the Alameda County Sheriff's Department, referred to as "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County in effect from at least 1980.

52.(a) Plaintiffs were induced to enter into and continue to the present day their relationship with County based upon representations and promises made to plaintiffs by County's published zoning ordinances, Standards and other writings and oral and written representations of the agents and employees of County.

52.(b) At all times herein alleged plaintiffs, as minority home owners commencing from the initial purchase of their said real property have been subjected to harassment and discrimination by defendants, and each of them, which include complaints about the use of their real property and the presence on the property of animals, domestic or otherwise with the intent on the part of said defendants to deprive plaintiffs of property or legal rights or otherwise cause injury to plaintiffs and to plaintiffs' property.

52.(c) Defendants engaged in such conduct and acted in the manner set forth to deprive plaintiffs of their Civil Rights under the 1st, 5th and 14th Amendment of the Constitution; their rights under 42 U.S.C. §§ 1983, 1988 and 1989; their rights and privileges under the covenants and conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948, which Declaration was a condition of plaintiffs' purchase of their real property in the Fairview Area of the Hayward Hills, and the zoning ordinances and published and represented Standards of the Alameda County Sheriff's Department, referred to as "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County."

52.(d) Defendant County on or about January 11, 2011 at the insistence, demand, direction and urging of defendants Bancroft, Kriege, Parham, Bush, Silva, Angel, Does 1 through 20, and each of them, without informed notice to plaintiffs rezoned the Fairview Area of the Hayward Hills by altering the zoning ordinances effecting plaintiffs' said real property and amended the Alameda County Sheriff's Department "Standards for the Keeping of Animals" to virtually eliminate all animals, domestic or otherwise, maintained on plaintiffs' property in accordance with the then existing covenants, conditions, Standards and zoning ordinances and require now that plaintiffs individually pay exorbitant fees and costs to defendant County to allow the presence of any animal, domestic or otherwise on plaintiffs' property under the guise of a "Conditional Use Permit" through the Alameda County Planning Department, which permit can be denied, withdrawn or otherwise conditioned at the caprice of defendants County and each of them.

52.(e) Defendants, County, Does 1 through 10 representations to plaintiffs concerning the zoning ordinances and Standards upon which plaintiffs relied in purchasing their homes in the Hayward Hills were false and misleading. Said defendants failed to disclose that the said zoning ordinances and Standards could and would be changed on a pretextual basis to give effect to discriminatory animus; that existing covenants that affected plaintiffs' real property would be ignored; that defendants, County, Ahern, Stavert, Does 1 through 10 would take action without informed notice to plaintiffs to rezone the Fairview Area of the Hayward Hills by altering the zoning ordinances effecting plaintiffs' said real property and amended the Alameda County Sheriff's Department "Standards for the Keeping of Animals" to virtually eliminate all animals, domestic or otherwise, maintained on plaintiffs' property in accordance with the then existing covenants, conditions, Standards and zoning ordinances and require now that plaintiffs individually pay exorbitant fees and costs to defendant County to allow the presence of any animal, domestic or otherwise on plaintiffs' property under the guise of a "Conditional Use Permit" through the Alameda County Planning Department, which permit can be denied, withdrawn or otherwise conditioned at the caprice of defendants County, Ahern, Stavert, Does 1 through 10, and each of them.

52.(f) Plaintiffs purchase of their real property was in reliance on the Declaration of Castle Homes, Inc. recorded June 23, 1948, the Alameda County zoning ordinances and published and represented standards of the Alameda County Sheriff's Department, referred to as "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County in effect from at least 1980.

52.(g) On or about January 11, 2011 County rezoned plaintiffs' real property and amended the Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" to virtually eliminate all animals, domestic or otherwise, maintained on plaintiffs' property in accordance with the then existing covenants, conditions, standards and zoning ordinances and require that plaintiffs individually pay exorbitant fees and costs to defendant County to allow the presence of any animal, domestic or otherwise on plaintiffs' property under the guise of a "Conditional Use Permit" through the Alameda County Planning Department, which permit can be denied, withdrawn or otherwise conditioned at the caprice of defendants County and each of them.

52.(h) County, Does 1 through 10, and each of them, approved the rezoning and changes in Standards which were:

(1) without informed notice to plaintiffs;

(2) without a showing of supporting need;

(3) without compliance with the covenants applicable to the Fairview Area;

(4) discriminatory;

(5) harassing.

52.(i) Plaintiffs have demanded that County, its' Sheriff's Department and its' Community Development Agency stop its threatened conduct in attempting to enforce zoning ordinances and Standards which have as their intent and purpose to harass and discriminate against minority property owners.

WHEREFORE, plaintiffs pray judgment as hereinafter alleged.

Fourth Cause of Action
[Discrimination and Harassment of All Defendants]

53. Plaintiffs reallege paragraphs 1 through 52, inclusive, as though set forth at length.

54. Defendants, and each of them violated Cal. Civ. Code §51 et seq., §52 et seq., the 1st, 5th and 14th Amendment of the United States Constitution pursuant to 42 USC §1983, Cal. Constitution Article I, §§ 1, 7 by adopting, promulgating and enforcing zoning ordinances, regulations and Standards targeting Hispanic minorities and plaintiffs in particular which were not to promote rational and orderly land use planning established by state statute, but rather were unreasonable and unconstitutional deprivation of plaintiffs' use and enjoyment of

their property to virtually eliminate all animals, domestic or otherwise, maintained on plaintiffs' property; to compel plaintiffs individually to pay exorbitant fees and costs to defendant County to allow the presence of any animal on plaintiffs' property under the guise of a "Conditional Use Permit" which permit can be denied, withdrawn or otherwise conditioned at the caprice of defendants County or its' Sheriff's Department and have as their true purpose and intent to discriminate and harass Plaintiffs because of their sex, race, color, religion, ancestry, national origin, disability and medical condition; to interfere with plaintiffs' personal and property rights; to force plaintiffs out of their homes in the Fairview Area of the Hayward Hills and have untaken a course of conduct to criminally prosecuted only plaintiffs for failing to comply with unconstitutional policies restricting plaintiffs that are void for vagueness, violate existing covenants as applied.

55. In committing the acts herein alleged, County and its' Sheriff's Department enactment and change to existing zoning ordinances and Standards by County, through its Sheriff's Department and its Sheriff Gregory J. Ahern and others not now known to plaintiffs on or about January 11, 2011 were as a result of a conspiracy with and at the insistence, demand, direction and urging of defendants Bancroft, Kriege, Parham, Bush, Silva and Angel and each of them, without notice to the Hispanic plaintiffs; to change and altered the zoning of the Fairview Area of the Hayward Hills effecting plaintiffs' real property and caused the Alameda County Sheriff's Department "Standards for the Keeping of Animals" to be changed and oppressive conditions imposed upon plaintiffs, in order to allow the presence of animals on plaintiffs' property. These violations were the result of decisions by County personnel, including Sheriff Gregory J. Ahern, and the other Individual Defendants which the County has refused to reverse and thereby endorses and ratifies and thus constitutes official policy of the County. The County

is also vicariously liable for the acts of the individual defendants as its agents, officers and/or employees.

56. In violation of Civil Code §52.1, et seq. defendants, through their official acts including but not necessarily limited to the threats of expenses of holding County harmless for litigation addressing the propriety of County's unconstitutional acts have interfered and continue to interfere by threats, intimidation, or coercion with Plaintiffs' exercise or enjoyment or rights secured to them by the Constitution or laws of the United States, or of rights secured by the Constitution or laws of the state, and the covenants and conditions by which Plaintiffs secured their said property.

57. As a result of defendants' unlawful acts, Plaintiffs has suffered damages in an amount to be determined at trial.

58. The alleged actions of the Individual Defendants, and each of them, in discriminating against plaintiffs, were done with malice, fraud or oppression and in reckless disregard of the plaintiffs for which plaintiffs pray punitive damages against the said individual defendants, according to proof.

WHEREFORE plaintiffs pray judgment as hereinafter set forth.

Fifth Cause of Action
(Tortuous Acts and Omissions of All Defendants)

59. Plaintiffs reallege paragraphs 1 through 58, inclusive, as though set forth at length.

60. Defendants, and each of them, negligently failed to comply with the provisions of the 1st, 5th and 14th Amendment of the Constitution and plaintiffs' rights under 42 U.S.C. §§ 1983, 1988, 1989 and plaintiffs' rights and privileges under the covenants and

conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948, and the Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" which existed and which were represented to plaintiffs to be conditions of plaintiffs' purchase of their real property and quiet enjoyment

61. Plaintiffs as a protected class of minority home owners who purchased real property in the unincorporated area of Hayward, California, commonly known as the "Hayward Hills" and the "Fairview Area" consisting of Castle Homes, subject to the covenants and conditions contained in the Declaration of Castle Homes, Inc., a California corporation, recorded June 23, 1948, the Alameda County Ordinance Code and Alameda County Sheriff's Department "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" which existed on plaintiffs' purchase of their real property and represented to plaintiffs as conditions of plaintiffs' purchase of their real property and quiet enjoyment, are being deprived of their rights under the provisions 1st, 5th and 14th Amendment of the Constitution and their rights under 42 U.S.C. §§ 1983, 1988 and 1989; and plaintiffs' rights and privileges under the covenants and conditions contained in the Declaration of Castle Homes, Inc. recorded June 23, 1948, and the Alameda County Ordinance Code and the "Standards For The Keeping of Animals in the Residential Zones of the Fairview Area of Alameda County" which existed and which were represented to plaintiffs to be conditions of plaintiffs' purchase of their real property and quiet enjoyment and all other applicable rules and regulations as defined by California law, by the negligent conduct of said defendants, the extent of which and the amount of plaintiffs' damages are not yet known but will be proved at the trial of this matter.

62. The alleged actions of the Individual Defendants, Does 1 through 20, inclusive, and each of them, in discriminating against plaintiffs, were done with malice, fraud or oppression and in reckless disregard of the plaintiffs' rights under the 1st, 5th and 14th Amendments of the Constitution and the Civil Rights Act of 1866, 1871 and 1991 (42 USC §§1983, 1988 and 1989) for which plaintiffs pray punitive damages against the said individual defendants only, according to proof.

WHEREFORE plaintiffs pray judgment as herein after alleged.

Sixth Cause of Action
[Deprivation of Civil Rights - 42 USC §§1983, 1988 and 1989]
Plaintiffs Against All Defendants

63. Plaintiffs incorporate by reference and realleges paragraphs 1 through 62, inclusive, as though set forth herein at length.

64. Defendants, and each of them, in engaging in the conduct herein alleged, deprived plaintiffs of their Civil Rights and their Constitutional Rights under color of state law in violation of the 1st, 5th and 14th Amendment of the Constitution, and under Title 42 United States Code, Sections 1983, 1988 and 1989 in that plaintiffs were denied due process, denied their property rights and opportunities by defendants, and each of them.

65. By reason of defendants' discrimination and harassment of plaintiffs, plaintiffs were deprived of rights, privileges and immunities secured to them by the 1st, 5th and 14th Amendment of the United States Constitution, and under Title 42 United States Code, Sections 1983, 1988 and 1989 and the laws enacted there under in that defendants' discrimination and harassment deprived plaintiffs of liberty and property without due process of law as herein alleged.

WHEREFORE, plaintiffs pray judgment as follows:

1. For an order requiring County to show cause, if any it has, why it should not be enjoined as set forth in this complaint, during the pendency of this action;

2. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all enjoining County, and its agents, servants and employees, and all persons acting under, in concert with, or for:

(a) Any attempt to violate restrictive covenants that run with the land as set forth in the recorded Declaration of Castle Homes, Inc. by zoning ordinances or Standards that change limits on animals, domestic or otherwise on plaintiffs' property;

(b) Continued harassment and discrimination of plaintiffs;

(c) Interference with plaintiffs' quiet enjoyment of their real property;

(d) Invasion of plaintiffs' zone of privacy by attempts to enforce ordinances or Standards not consistent with the recorded June 23, 1948 Declaration of Castle Homes, Inc..

3. For damages in such sums as may be sustained according to proof;

4. For attorneys fees according to proof;

5. For costs of suit incurred in this action; and

6. For such other and further relief as the Court deems proper.

SECOND THROUGH SIXTH CAUSES OF ACTION

1. For an order requiring Defendants to show cause, if any they have, why they should not be enjoined as set forth below, during the pendency of this action;

2. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all enjoining Defendants from

(a) Any attempt to violate restrictive covenants that run with the land as set forth in the recorded Declaration of Castle Homes, Inc. by zoning ordinances or Standards that change limits on animals, domestic or otherwise on plaintiffs' property;

(b) Continued harassment and discrimination of plaintiffs;

(c) Interference with plaintiffs' quiet enjoyment of their real property;

(d) Invasion of plaintiffs' zone of privacy by attempts to enforce ordinances or Standards not consistent with the recorded June 23, 1948 Declaration of Castle Homes, Inc..

3. For compensatory damages according to proof;

4. For punitive damages against the individual defendants according to proof;

5. For reasonable attorney's fees;

6. For costs incurred;

7. For such other and further relief as the Court may deem proper.

Law Offices of DANIEL L MITCHELL

By ______________________
Daniel L Mitchell, Esq.